



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

September 4, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: CONSTRUCTION CONTRACT  
ALAMITOS BARRIER PROJECT TELEMTRY SYSTEM PHASE 2  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE ( X ) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Award and delegate authority to the Director of Public Works or his designee to enter into contract with Leed Electric, Inc., for implementation of the Alamitos Barrier Project Telemetry System Phase 2 at a total contract cost of \$379,000. This project will be financed by the Flood Control District Fund for Fiscal Year 2007-08 and a partial grant fund reimbursement from the State Department of Water Resources.
2. Delegate authority to the Director of Public Works or his designee to (a) exercise the option to extend the provision of maintenance and support services under the contract for one additional year as described in the contract subject to the availability of funding and (b) execute change orders as defined and described in the contract, to use contingency funds, and to effect such other changes as described in the contract.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The purpose of the recommended actions is to improve the efficiency of the Alamitos Barrier Project (ABP) through a state-of-the-art Automated Data Acquisition Telemetry System (ADATS). The ADATS will enable the Department of Public Works (Public Works) to remotely collect, store, analyze, and present status information on operational conditions at 10 injection wells and 6 observation wells and optimize barrier operations for groundwater protection against seawater intrusion.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) by improving operations of infrastructure to better serve the public; Organizational Effectiveness (Goal 3) by increasing efficiency of data collection to allow for more effective analysis and response; Fiscal Responsibility (Goal 4) by utilizing, in part, external funding sources. Public Works has accepted grant funds in the amount of \$250,000 for this project (including Phases 1 and 2), of which \$111,621 remains, and will be used for Phase 2.

Also, the Countywide Strategic Plan directs that we provide Community Services (Goal 6) by reducing manual monitoring and therefore minimizing disruptions within the surrounding communities. This project will help provide and protect a vital source of local drinking water.

## **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. The funding for this contract is included in the Fiscal Year 2007-08 Flood Control District Fund Budget. The recommended total contract cost is \$379,000, which includes \$34,317 for contingencies that may arise during the progress of the work. Additional work within this allowance will not be performed without prior written authorization from the Director of Public Works (Director) or his designee.

The Flood Control District will be partially reimbursed by grant funds awarded under the State Department of Water Resources Local Groundwater Management Assistance Act of 2000. The grant of \$250,000 was accepted by your Board on December 13, 2005, and covers both Phases 1 and 2 of this project. After completing Phase 1, \$111,621 of the grant will be available for reimbursement of Phase 2 costs.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The ADATS was split into two phases. Phase 1 included conduit, pull boxes, and vault construction, and was completed in January 2007. The proposed Phase 2 includes the cables, instrumentation, and programming that will provide Public Works with a fully operational ADATS and maximize operation of the ABP to provide and protect a local sustainable water supply for the County of Los Angeles.

Public Works has developed an outreach program to encourage all qualified contractors to participate in the bidding and contracting process on all projects. Under this program, notices of upcoming bids are placed in local and minority newspapers throughout the County. These notices indicate that copies of plans and specifications are available upon request at the Public Works Headquarters building.

The State Labor Code requires contractors to pay prevailing wage rates to all persons employed on public works construction contracts. These rates are determined by the Department of Industrial Relations and include contributions for fringe benefits such as vacations, pension funds, training, and health plans for each employee.

The contract will continue to be in effect until expiration of a one-year warranty period following the County's final acceptance of all the deliverables under the contract. The contract requires that the contractor achieve final acceptance of such deliverables by April 2008. The County has the option to extend the provision of maintenance and support services under the contract for one additional year. Public Works is requesting your Board delegate authority to the Director or his designee to exercise this option.

Leed Electric, Inc., has specialized expertise to provide the contract services in an accurate, efficient, and responsive manner. This project was included in Public Works' Fiscal Year 2005-06 Business Automation Plan.

As requested by your Board on August 12, 1997, and as a threshold requirement for consideration for contract award, Leed Electric, Inc., has attested its willingness to consider Greater Avenues for Independence (GAIN) Program and General Relief Opportunities for Work (GROW) participants for future employment.

Leed Electric, Inc., has certified that it is in full compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program) and Chapter 2.203 (Contractor Employee Jury Service Program), and the contract requires that the contractor continue such compliance.

As required by your Board, language has been incorporated into the contract stating that the contractor shall notify its employees, and shall require each subcontractor to notify its employees, about Board Policy 5.135, Newborn Abandonment Law (Safely Surrendered Baby Law), and that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws.

The contract contains provisions requiring the contractor to report solicitations of improper consideration by County employees and allowing the County to terminate the contract if it is found that the contractor offered or gave improper consideration to County employees.

A contract approved as to form by County Counsel (Attachment A) will be used. The CIO has reviewed this contract and supports the Department's plans, as reflected in the CIO Analysis (Attachment B).

#### **ENVIRONMENTAL DOCUMENTATION**

On May 9, 2006, your Board found that this project is categorically exempt pursuant to Section 15301(b) of the California Environmental Quality Act (CEQA) Guidelines and Class 1(e) of the County Environmental Guidelines.

#### **CONTRACTING PROCESS**

The contract was solicited on a competitive basis. On June 21, 2007, Public Works issued a Request for Proposals (RFP) to 64 firms and 45 Chambers of Commerce. One firm responded to the RFP. The Evaluation Committee, comprised of staff from Public Works' Water Resources Division, Information Technology Division, and the Chief Information Office, evaluated the proposal and determined that Leed Electric, Inc., is a qualified, responsible proposer providing the best overall value for the project.

As requested by your Board on February 3, 1998, this contract opportunity was listed on the County's "Doing Business with Us" website. A copy is attached for your reference (Attachment C). Participation by Community Business Enterprises (CBEs) in the project is encouraged through Public Works' CBE Outreach Program and the requirement that consultants demonstrate their good faith efforts to utilize CBEs. Leed Electric, Inc., is aware of Public Works' CBE Outreach Program, and its proposed CBE participation is on file with Public Works.

To ensure that the contract is awarded to a responsible contractor with satisfactory performance history, bidders were required to report False Claims Act violations, labor law/payroll violations, debarments, their civil litigation history, and information regarding prior criminal convictions. The information reported by the respective contractor was considered before making this recommendation to approve execution of the contract.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The implementation of the ABP Telemetry System Phase 2 will result in an improved Public Works infrastructure. The contract requires the work to be completed by April 2008.

**CONCLUSION**

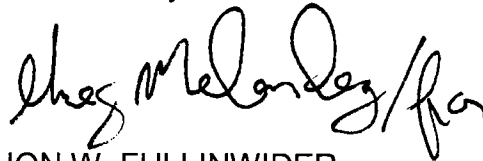
Please return one adopted copy of this letter to the Department of Public Works, Water Resources Division.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

Reviewed by:



JON W. FULLINWIDER  
Chief Information Officer

WTF:DLW  
MJF:yg

Attachments (3)

c: County Counsel  
Department of Public Social Services (GAIN/GROW Program)  
Department of Public Works (Architectural Engineering, Budget/Fund Management,  
Public Relations)

## **ATTACHMENT A**

### **AGREEMENT FOR**

#### **ALAMITOS BARRIER PROJECT TELEMETRY SYSTEM PHASE 2** **AUTOMATED DATA ACQUISITION AND TELEMETRY SYSTEM**

THIS AGREEMENT is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as "COUNTY"), on behalf of its Department of Public Works (hereinafter referred to as "Department"), and Leed Electric, Inc., subcontracting with Soffa Electric, Inc., California corporations (hereinafter referred to as "Contractor").

WHEREAS, COUNTY desires to employ a Contractor to fully manufacture, install, configure, program, implement, integrate, and deliver the ADATS (as defined below) to collect, store, analyze, transmit, and graphically present status information on existing injection and groundwater conditions within the COUNTY'S existing Alamitos Barrier Project, as described on Exhibit H (Alamitos Barrier Plans) ("ABP").

WHEREAS, COUNTY has determined that COUNTY personnel are not available to provide the special services required for the manufacture, installation, configuration, programming, implementation, integration, and delivery of the ADATS;

WHEREAS, California Government Code Section 31000 permits the COUNTY'S Board of Supervisors ("Board") to contract for special services with persons specially trained and experienced to perform the services;

WHEREAS, Contractor possesses the necessary special skills, knowledge, technical competence, and sufficient staffing to provide all components of the ADATS;

WHEREAS, COUNTY and Contractor desire to enter into an agreement for the manufacture, installation, configuration, programming, implementation, integration, and delivery of the ADATS, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and Contractor agree as follows:

### **1. AGREEMENT AND INTERPRETATION**

- 1.1 Entire AGREEMENT. The provisions of this base document along with (a) Exhibits A through O attached hereto, all described in Paragraph 1.2 below and incorporated herein by reference, together with any attachments

thereto, and (b) any Change Orders and Amendments, together with any attachments thereto, collectively form and are referred to throughout and hereinafter as this AGREEMENT. This AGREEMENT shall constitute the complete and exclusive statement of understanding between COUNTY and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this AGREEMENT.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Deliverable, good, Service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document and then to the Exhibits according to the following priority:

- 1.2.1 Exhibit C – Additional Terms and Conditions
- 1.2.2 Exhibit A – Scope of Work
- 1.2.3 Exhibit D – Schedule of Deliverables and Payments
- 1.2.4 Exhibit E – Maintenance & Support
- 1.2.5 Exhibit H – Alamitos Barrier Project Plans (detail drawings shall take precedence over general drawings)
- 1.2.6 Exhibit I – Hardware/Software Procurement List
- 1.2.7 Exhibit M – Conduit Specifications
- 1.2.8 Exhibit F – Task/Deliverable Acceptance Certificate
- 1.2.9 Exhibit G – Contractor's Employee Acknowledgement, Confidentiality & Assignment of Rights
- 1.2.10 Exhibit J – Internal Revenue Service Notice 1015
- 1.2.11 Exhibit K – Safely Surrendered Baby Law Fact Sheet
- 1.2.12 Exhibit L – Third Party Software (to be furnished by Contractor)
- 1.2.13 Exhibit N – COUNTY'S Request for Proposals [incorporated by reference]
- 1.2.14 Exhibit O – Contractor's Proposal [incorporated by reference]

- 1.3 Construction. The words "herein," "hereof," "hereunder," and words of similar import used in this AGREEMENT refer to this AGREEMENT, including all Exhibits and other attachments hereto or thereto, as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this AGREEMENT with the words "including," "for example," "e.g.," "such as," "etc.," or any derivation of such words, such examples are intended to be illustrative and not limiting. Whenever Federal, State, or local laws, rules, regulations, policies, guidelines, and/or directives are referred to in this AGREEMENT, such reference means such Federal, State, or local laws, rules, regulations, policies, guidelines, and/or directives, as amended from time to time.

## 2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this AGREEMENT:

- 2.1 "ABP" has the meaning set forth in the Recitals.
- 2.2 "ADATS" means generally the Automatic Data Acquisition and Telemetry System and more specifically all or any component of the Software, Interfaces, Hardware, and/or Services provided by or on behalf of Contractor under this AGREEMENT. Once completed and delivered by Contractor in accordance with the terms hereof, ADATS will collect, store, analyze, transmit, and graphically present status information on existing injection and groundwater conditions within the ABP.
- 2.3 "Additional Services" has the meaning set forth in Paragraph 5.2 (Additional Work).
- 2.4 "Additional Work" has the meaning set forth in Paragraph 5.2 (Additional Work).
- 2.5 "AGREEMENT" has the meaning set forth in Paragraph 1.1 (Entire AGREEMENT). Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "Agreement" has the same meaning as the term "AGREEMENT".
- 2.6 "Amendment" has the meaning set forth in Paragraph 6.1.3. When used in this AGREEMENT as an effective modification to this AGREEMENT, "Amendment" means an Amendment that has been



fully executed in accordance with the applicable provisions of Paragraph 6 (Change Orders and Amendments).

- 2.7 "WinCC" means the " SIMATIC WinCC Version 6.0" software program, manufactured by Siemens AG. WinCC is further described in the SOW.
- 2.8 "Board" has the meaning set forth in the Recitals.
- 2.9 "Change Order" has the meaning set forth in Paragraph 6.1.1. When used in this AGREEMENT as an effective modification to this AGREEMENT, "Change Order" means a Change Order that has been fully executed in accordance with the applicable provisions of Paragraph 6 (Change Orders and Amendments).
- 2.10 "CIO" has the meaning set forth in Paragraph 6.1.1.
- 2.11 "Confidential Information" has the meaning set forth in Paragraph 3 (Confidentiality; Publicity) of Exhibit C (Additional Terms and Conditions).
- 2.12 "Contractor" has the meaning set forth in the Recitals. Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "CONTRACTOR" has the same meaning as the term "Contractor".
- 2.13 "Contractor Hearing Board" has the meaning set forth in the then current Chapter 2.202.020 of the Los Angeles County Code.
- 2.14 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director). Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "CONTRACTOR Project Director" has the same meaning as the term "Contractor Project Director".
- 2.15 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager). Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "CONTRACTOR Project Manager" has the same meaning as the term "Contractor Project Manager".
- 2.16 "Contractor's Key Staff" has the meaning set forth in Paragraph 4.3.5. Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "CONTRACTOR'S Key Staff" has the same meaning as the term "Contractor's Key Staff".

- 2.17 "COUNTY" has the meaning set forth in the Recitals. Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "County" has the same meaning as the term "COUNTY".
- 2.18 "COUNTY Materials" has the meaning set forth in Paragraph 12.1 (COUNTY Materials).
- 2.19 "COUNTY Project Director" has the meaning set forth in Paragraph 3.1 (COUNTY Project Director). Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "County Project Director" has the same meaning as the term "COUNTY Project Director".
- 2.20 "COUNTY Project Manager" has the meaning set forth in Paragraph 3.2 (COUNTY Project Manager). Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "County Project Manager" has the same meaning as the term "COUNTY Project Manager".
- 2.21 "Deficiency" means, as applicable to any Work provided by or on behalf of Contractor to COUNTY: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Requirements, Specifications or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent workmanship, which results in the ADATS, in whole or in part, not performing in accordance with the Requirements and Specifications, including those set forth in the SOW and Exhibit E (Maintenance & Support), as determined by COUNTY Project Director, in COUNTY Project Director's sole discretion. Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "deficiency" has the same meaning as the term "Deficiency".
- 2.22 "Deliverable" means a good, Service, or other Work to be provided by or on behalf of Contractor under this AGREEMENT and identified as a numbered Deliverable in the SOW and/or any Change Order or Amendment. Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "deliverable" has the same meaning as the term "Deliverable".
- 2.23 "Department" has the meaning set forth in the Recitals. Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "Public Works" has the same meaning as the term "Department".

- 2.24 "Director" means the Director or Acting Director of the Department, or such person's designee.
- 2.25 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2 (Dispute Resolution Procedure) of Exhibit C (Additional Terms and Conditions).
- 2.26 "Documentation" means any and all written materials (in whatever form), including user manuals, quick-reference guides, frequently asked questions (FAQs), training materials, brochures, technical bulletins, equipment cut sheets, diagrams, testing protocols, methodologies, Specifications, system designs, drawings, diagrams, instructions, and system design reviews that support the use and execution of ADATS, including the Software, Interfaces, Hardware, and/or the Services. Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "documentation" has the same meaning as the term "Documentation".
- 2.27 "Effective Date" means the date the AGREEMENT is approved by the Board and executed by all of the parties.
- 2.28 "Extended Term" has the meaning set forth in Paragraph 7 (Term).
- 2.29 "Final Acceptance" has the meaning set forth in Paragraph 5.4 (Final Acceptance of ADATS).
- 2.30 "Final Acceptance Date" has the meaning set forth in Paragraph 5.4 (Final Acceptance of ADATS).
- 2.31 "Hardware" means any and all hardware and/or other equipment from time to time provided by or on behalf of Contractor in furtherance of its obligations under this AGREEMENT, including the Hardware described in the SOW, Exhibit I (Hardware/Software Procurement List), and/or any Change Order or Amendment.
- 2.32 "Holdback Amount" has the meaning set forth in Paragraph 10.7 (Holdbacks).
- 2.33 "Initial Term" has the meaning set forth in Paragraph 7 (Term).
- 2.34 "Implementation Services" means any and all services contemplated by the SOW from time to time provided by or on behalf of Contractor in order for Contractor fully manufacture, install, configure, program, implement, integrate, and deliver to COUNTY, and achieve Final Acceptance of, the ADATS.

- 2.35 "Interfaces" means the software and hardware mechanisms which allow the transfer of electronic data or software commands between computer systems, computer programs, or computer program modules from time to time provided by or on behalf of Contractor in furtherance of its obligations under this AGREEMENT, including Interfaces described in the SOW and/or any Change Order or Amendment. Unless otherwise expressly noted, "Interfaces" constituting software include both object code and Source Code (as defined below) versions of such Interfaces.
- 2.36 "Maintenance Fees" means the aggregate amount payable by COUNTY to Contractor for Contractor's performance of the Maintenance Services during the Extended Term. The Maintenance Fees are set forth on Exhibit D (Schedule of Deliverables and Payments).
- 2.37 "Maintenance Services" has the meaning given to such term in Exhibit E (Maintenance & Support).
- 2.38 "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).
- 2.39 "Pool Dollars" means the aggregate pool of dollars available for the purchase by COUNTY of Additional Work in accordance with Paragraph 5.2 (Additional Work). The Pool Dollars available as of the Effective Date are set forth on Exhibit D (Schedule of Deliverables and Payments).
- 2.40 "Requirements" means COUNTY'S functional, technical, business and/or other requirements for the ADATS set forth in this AGREEMENT, including the SOW, Exhibit E (Maintenance & Support), Exhibit N (COUNTY'S Request for Proposals), Exhibit O (Contractor's Proposal), and/or any Change Order or Amendment. Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "requirements" has the same meaning as the term "Requirements".
- 2.41 "Services" means any and all Implementation Services, Maintenance Services, Additional Services, and/or other services from time to time provided by or on behalf of Contractor in furtherance of its obligations under this AGREEMENT, including the Services described in the SOW, Exhibit E (Maintenance & Support), and/or any Change Order or Amendment.
- 2.42 "Software" means any and all software applications, programming, upgrades, updates, enhancements, revisions, new version releases,

improvements, corrections, bug fixes, patches, and modifications , including Third-Party Software, from time to time conceived, created, and/or developed by or on behalf of Contractor in furtherance of its obligations under this AGREEMENT, including the Software described in the SOW, Exhibit I (Hardware/Software Procurement List), and/or any Change Order or Amendment. Unless otherwise expressly noted, "Software" includes both object code and Source Code versions of such Software.

- 2.43 "Source Code" means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, including the tools and developer kits that created, and enable creation of, such code.
- 2.44 "Specifications" means the specifications for ADATS as set forth in this AGREEMENT, including the SOW, Exhibit E (Maintenance & Support), Exhibit N (COUNTY'S Request for Proposals), Exhibit O (Contractor's Proposal), and/or any Change Order or Amendment, and/or the Documentation. Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "specifications" has the same meaning as the term "Specification".
- 2.45 "Scope of Work" or "SOW" means the Scope of Work, attached as Exhibit A (Scope of Work) to this AGREEMENT.
- 2.46 "Subcontract" means an agreement, whether written or oral, between Contractor and a Subcontractor to engage or agree to engage such Subcontractor to perform Work on behalf of Contractor.
- 2.47 "Subcontractor" means persons, companies, corporations, or other entities furnishing Work on behalf of Contractor pursuant to a Subcontract. As used herein, "Subcontractor" means at any tier.
- 2.48 "Task/Deliverable Acceptance Certificate" has the meaning set forth in Paragraph 5.3 (Approval and Acceptance of Work – General).
- 2.49 "Tasks" means one or more major areas of work to be performed by or on behalf of Contractor under this AGREEMENT and identified as a numbered Task in the SOW and/or any Change Order or Amendment. Unless the context otherwise clearly requires, when used in this AGREEMENT, the term "tasks" has the same meaning as the term "Tasks".
- 2.50 "Tax" and "Taxes" means governmental fees (including license, filing, and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export,

sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

- 2.51 "Term" has the meaning set forth in Paragraph 7 (Term).
- 2.52 "Third-Party Software" has the meaning set forth in Paragraph 13 (Third-Party Software).
- 2.53 "Updates" has the meaning set forth in Paragraph 12.2 (Delivery of Documentation and Source Code).
- 2.54 "Warranty Period" means the period commencing on the Final Acceptance Date and continuing for one (1) year thereafter.
- 2.55 "Work" means any and all Tasks, Deliverables, goods, Services, and other work performed and/or provided by or on behalf of Contractor (a) in order to fully manufacture, install, configure, program, implement, integrate, and deliver to COUNTY, and achieve Final Acceptance of, the ADATS and/or (b) as Additional Work, in each case, including the work required pursuant to this AGREEMENT, the SOW, and/or any Change Orders and Amendments. Unless the context otherwise clearly requires, when used in this AGREEMENT as a noun, the term "work" has the same meaning as the term "Work".
- 2.56 "Working Day" or "working day" means any calendar day other than (a) Saturday, (b) Sunday, (c) any day designated as a holiday by COUNTY and/or (d) any day designated as a holiday in a master labor agreement entered into by the Contractor, provided that, in the case of (d) only, Contractor has notified COUNTY Project Director in writing not less than ten (10) calendar days in advance of such holiday.

### **3. ADMINISTRATION OF AGREEMENT – COUNTY**

#### **3.1 COUNTY Project Director**

- 3.1.1. COUNTY Project Director for this AGREEMENT shall be the following person or such person's designee:

Mr. Adam Walden  
County of Los Angeles Department of Public Works  
900 South Fremont Avenue  
Alhambra, CA 91803  
Telephone: (626) 458-6308  
Fax: (626) 979-5309  
e-mail: [awalden@dpw.lacounty.gov](mailto:awalden@dpw.lacounty.gov)

- 3.1.2. COUNTY will notify Contractor, in writing, of any change in the name or address of COUNTY Project Director.
- 3.1.3. Except as set forth in Paragraph 6 (Change Orders and Amendments) of this AGREEMENT, COUNTY Project Director is not authorized to make any changes in any of the terms and conditions of this AGREEMENT and is not authorized to further obligate COUNTY in any respect whatsoever.
- 3.1.4. COUNTY Project Director shall have the right, at all times, to inspect any and all Work provided by or on behalf of Contractor.

### 3.2 COUNTY Project Manager

- 3.2.1. COUNTY Project Manager for this AGREEMENT shall be the following person:

Mr. Matt Frary  
County of Los Angeles Department of Public Works  
900 South Fremont Avenue  
Alhambra, CA 91803  
Telephone: (626) 458-6189  
Fax: (626) 979-5436  
e-mail: [mfrary@dpw.lacounty.gov](mailto:mfrary@dpw.lacounty.gov)

- 3.2.2. COUNTY shall notify Contractor, in writing, of any change in the name or address of COUNTY Project Manager.
- 3.2.3. COUNTY Project Manager shall be a resource for addressing the technical standards and requirements of this AGREEMENT.
- 3.2.4. COUNTY Project Manager shall interface with Contractor Project Manager on a regular basis.
- 3.2.5. COUNTY Project Manager shall advise COUNTY Project Director as to Contractor's performance in areas relating to technical requirements and standards, COUNTY policy, information requirements, and procedural requirements.
- 3.2.6. COUNTY Project Manager is not authorized to make any changes in any of the terms and conditions of this AGREEMENT nor obligate COUNTY in any respect whatsoever.
- 3.2.7. COUNTY reserves the right to consolidate the COUNTY Project Director's duties, which are enumerated in Paragraph 3.1 (COUNTY Project Director), and the COUNTY Project Manager's duties, which

are enumerated in this Paragraph 3.2 (COUNTY Project Manager), into one COUNTY position and to assign all such duties to one individual who will act as COUNTY'S liaison in all matters relating to this AGREEMENT. COUNTY will notify Contractor no later than five calendar days prior to exercising its rights pursuant to this Paragraph 3.2.7.

- 3.3 COUNTY Personnel. All COUNTY personnel assigned to this AGREEMENT shall be under the exclusive supervision of COUNTY. Contractor understands and agrees that all such COUNTY personnel are assigned only for the convenience of COUNTY.

#### **4. ADMINISTRATION OF AGREEMENT – CONTRACTOR**

##### **4.1 Contractor Project Director**

- 4.1.1. Contractor Project Director shall be the following person:

Edward Sedita  
11907 Front Street  
Norwalk, CA 90650  
Telephone: (562) 868-5771  
E-Mail: leed@leedelect.com

- 4.1.1. Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this AGREEMENT.
- 4.1.2. From the Effective Date through the Final Acceptance Date, Contractor Project Director shall be available to meet and confer with COUNTY Project Manager (or such person as the COUNTY Project Director shall designate) upon 24 hours notice, in person or by phone, to review project progress, discuss project coordination, and/or arrange for the correction of Deficiencies; thereafter, Contractor Project Director shall be available to meet and confer with COUNTY Project Director on such schedule as may be requested by COUNTY Project Director as COUNTY Project Director shall determine in his or her discretion.

##### **4.2 Contractor Project Manager**

- 4.2.1. The Contractor Project Manager(s) shall be the following person(s):

Salib Mansour  
5901 Corvette Street  
Commerce, CA 90040



Telephone: (323) 728-0230  
E-Mail: salib.mansour@soffaelectric.com

- 4.2.2. Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this AGREEMENT and for reporting to COUNTY in the manner set forth in Paragraph 4.4 (Reports by Contractor).
- 4.2.3. From the Effective Date through the Final Acceptance Date, Contractor Project Manager shall be available to meet and confer with COUNTY Project Manager (or such other person as COUNTY Project Manager shall designate) upon 24 hours notice, in person or by phone, to review project progress, discuss project coordination, and/or arrange for the correction of Deficiencies; thereafter, Contractor Project Manager shall be available to meet and confer with COUNTY Project Manager on such schedule as may be requested by COUNTY Project Manager as COUNTY Project Manager shall determine in his or her discretion.

#### 4.3 Approval of Contractor's Staff

- 4.3.1. In fulfillment of its responsibilities under this AGREEMENT, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, and Work required by this AGREEMENT. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 4.3.2. COUNTY has the absolute right to approve or disapprove each member or proposed member of Contractor Key Staff prior to and during his/her performance of any work hereunder and prior to any proposed changes in Contractor's Key Staff. COUNTY'S Project Director may require the replacement of any member of Contractor's staff performing, or offering to perform, work hereunder, including, but not limited to, Contractor's Key Staff. Such COUNTY requested changes shall occur within fifteen (15) calendar days of COUNTY'S request. Contractor shall provide COUNTY'S Project Director with resumes of all proposed members of Contractor's Key Staff substitutions and shall make such staff available for interview by COUNTY upon request of COUNTY'S Project Director. Contractor shall provide fifteen (15) calendar days advance notice of any Contractor-initiated changes in Contractor's Key Staff.

- 4.3.3. Contractor also represents and warrants that it shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor's Key Staff. Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

In the event Contractor should ever need to remove any of Contractor's Key Staff from performing Work under this AGREEMENT, Contractor shall provide COUNTY with adequate notice and work on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

- 4.3.4. All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under laws of the United States of America and the State of California. All Contractor's Key Staff and all other members of Contractor's staff who have direct contact with COUNTY (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

- 4.3.5. The persons identified in Paragraphs 4.1 and 4.2 as Contractor Project Director and Project Manager, respectively, are approved by COUNTY as of the Effective Date. The following persons, who, together with COUNTY Project Director and Project Manager, make up Contractor's Key Staff are additionally approved by COUNTY as of the Effective Date in the following roles:

<u>Name</u>	<u>Position</u>
Kim Farris	Field Superintendent
Jose Gordo	Engineer

- 4.3.6. Contractor shall be responsible for any additional costs incurred by the replacement of personnel pursuant to foregoing provisions of this Paragraph 4.3. In no event shall such an occurrence result in an increase in compensation to be paid by COUNTY under this AGREEMENT.

- 4.4 Reports by Contractor. In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor shall provide to COUNTY Project Director with a copy to COUNTY Project Manager monthly written reports which shall include, but not be limited to, the following information:

- (1) Period covered by the report.
- (2) Summary of project status as of reporting date.
- (3) Work scheduled for the reporting period which was not completed.
- (4) Work for the reporting period which was completed.
- (5) Work completed in the reporting period which was not scheduled.
- (6) Work to be completed in the next reporting period.
- (7) Issues to be resolved.
- (8) A list of outstanding issues and draft documents and a current status of those documents.
- (9) Any other information reasonably requested by COUNTY Project Director or Project Manager.

#### 4.4.1 Proposition 50, the Water Security Clean Water Drinking Water, Coastal and Beach Protection Act of 2002, Bond Funds

This project is funded in part by Proposition 50, requires the body awarding any contract for a public works project financed in part with funds from Proposition 50 to initiate, develop, and enforce a labor compliance program pursuant to Section 1771.8 of the California Labor Code. This program is applicable to all public works projects which are funded under Proposition 50, the Water Security, Clean Water, Coastal and Beach Protection Act of 2002, which was approved by the voters on November 5, 2002.

#### 4.4.2 Prevailing Wage Requirements

The subject project is a public work as defined in Section 1720 of the California Labor Code.

#### 4.4.3 Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California. Maintain payroll records as enumerated in Subdivision (a) of Section 1776 of the Labor Code. The Contractor and Contractor's Subcontractors shall submit weekly to the COUNTY a copy of all certified payrolls, indicating that the wage rates are not less than those determined by the State Division

of Industrial Relations and the classifications set forth for each laborer or mechanic conform with the work they performed. Submission of a "Weekly Payroll Report" (Form 347 or similar) is required under this AGREEMENT. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors within seven (7) days after their payroll period. Failure of the Contractor to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for underpaid wages and penalties as authorized by the Labor Code.

Questions regarding the Labor Compliance Program or to receive a copy of the Labor Compliance Program Manual which will be enforced on this project should be directed to Mr. Garrett O'Haver at (626) 458-3195 or [gohaver@dpw.lacounty.gov](mailto:gohaver@dpw.lacounty.gov).

## **5. WORK; APPROVAL AND ACCEPTANCE OF WORK**

5.1 Work. Contractor shall not commence performing Work under this AGREEMENT until COUNTY Project Director has issued a written notice to proceed. Thereafter, Contractor shall fully perform, complete and deliver on time, all Work described in this AGREEMENT in accordance with the terms of this AGREEMENT, including the SOW, Exhibit E (Maintenance & Support) and/or any Change Order or Amendment.

### **5.2 Additional Work.**

5.2.1. Subject to Paragraph 6 (Change Orders and Amendments), from time to time following the Effective Date, Director may request that Contractor provide (a) additional installation, configuration, programming, implementation, integration, consulting, integration, training, maintenance and support, and/or other professional services and/or (b) additional components of Software, Interfaces, and/or Hardware, in the case of both clauses (a) and (b), beyond those contemplated by the SOW, Exhibit E (Maintenance & Support) or any Change Order or Amendment executed prior to the date of such request (the Work in clause (a), "Additional Services"; together with the Work in clause (b), "Additional Work").

5.2.2. Within fifteen (15) calendar days of each request for Additional Work, or such other period as mutually agreed to by Contractor and Director, Contractor shall provide a draft change order in response to the request, together, if applicable, with the Requirements and

Specifications for such Additional Work, which change order shall include at least all applicable items described in Paragraph 6.2 (Form of Change Order).

- 5.2.3. Upon execution in accordance with Paragraph 6 (Change Orders and Amendments), each draft change order shall constitute a "Change Order" under this AGREEMENT for all purposes. Additionally, all such Additional Work to be provided under such Change Order shall constitute "Work" and, if applicable, a component of the "ADATS" under this AGREEMENT for all purposes. Notwithstanding the foregoing, the parties understand and agree that Work performed by Contractor pursuant to a Change Order will not require additional fees unless, and solely to the extent, expressly agreed pursuant to such Change Order.
- 5.2.4. Each Change Order, Contractor's performance thereunder, and any Work delivered by Contractor with respect thereto, shall be subject to the terms and conditions of this AGREEMENT in addition to the terms and conditions of such Change Order, including any applicable performance and/or service level standards set forth herein.
- 5.3 Approval and Acceptance of Work -- General. Upon completion of particular Tasks, Deliverables, goods, Services, and other Work under this AGREEMENT, including the SOW, Exhibit F (Maintenance & Support), and any Change Order or Amendment, Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit F (Task/Deliverable Acceptance Certificate) to COUNTY Project Director, together with any supporting documentation reasonably requested by COUNTY Project Director, for COUNTY Project Director's written approval. All Work must have the written approval of COUNTY Project Director, as evidenced by COUNTY Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate, prior to COUNTY'S payment therefor. In no event shall COUNTY be liable or responsible for payment respecting particular Work prior to execution of the Task/Deliverable Acceptance Certificate for such Work.
- 5.4 Final Acceptance of ADATS. Contractor shall achieve "Final Acceptance" of the ADATS upon successful completion of all the following: (a) its successful completion and delivery of Work and testing protocols under the SOW associated with the Final Acceptance (b) successful implementation of all functions and features of all such Work and successful achievement of all testing protocols have been verified by COUNTY; (c) COUNTY Project Director has provided

Contractor with written approval, as evidenced by COUNTY Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates, of all such Work (other than Deliverable No. 18 of the SOW, which Task/Deliverable Acceptance Certificate is referenced in clause (e) below); (d) all such Work has been provided, installed, and operates in COUNTY'S production environment with no Deficiencies for no less than 60 consecutive calendar days; and (e) COUNTY Project Director has provided Contractor with written approval, as evidenced by COUNTY Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor's achievement of Final Acceptance (Deliverable No. 18 of the SOW) (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Final Acceptance Date").

The Project Deliverables No. 1 through 16 must be completed by April 1, 2008. Final Acceptance Date must occur on or before July 15, 2008.

## **6. CHANGE ORDERS AND AMENDMENTS**

No representative of either COUNTY or Contractor, including those named in this AGREEMENT, is authorized to make any changes in any of the terms, obligations, or conditions of this AGREEMENT, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

6.1 General. COUNTY reserves the right to change any portion of the Work required under this AGREEMENT, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1. Subject to Paragraph 6.1.2, for any change which does not materially affect the SOW, period of performance, payments, or any other term or condition included under this AGREEMENT, a "Change Order" shall be executed by both COUNTY Project Director and Contractor Project Director. COUNTY will provide COUNTY Counsel and COUNTY Chief Information Office ("CIO") a copy of each Change Order after 15 calendar days of execution of such Change Order. No Change Order executed under this Paragraph 6.1.1 may extend the Final Acceptance Date or the Term of this AGREEMENT.

6.1.2. Without limiting Paragraph 6.1.3, for either (a) Additional Work using available Pool Dollars and (b) any change reducing the scope of Work or amount of payments, then in either instance a Change Order shall be mutually agreed upon and executed by both the

additionally shall be recommended by CIO and approved as to form by COUNTY Counsel. No Change Order executed under this Paragraph 6.1.2 may extend the Final Acceptance Date or the Term of this AGREEMENT.

6.1.3. For any change that materially affects the SOW, period of performance, payments, or any other term or condition included under this AGREEMENT, then a negotiated "Amendment" to this AGREEMENT shall be executed by the Board and Contractor's authorized representative. Notwithstanding the foregoing, and in addition to the authority granted pursuant to Paragraph 6.1.2, the Director is authorized to execute Amendments which extend the Initial Term as provided under Paragraph 7 (Term), provided that funding has been appropriated for such Amendment and such Amendment has been recommended by CIO and approved as to form by COUNTY Counsel, in each case, prior to the execution of such Amendment.

6.1.4. Notwithstanding any other provision of this Paragraph 6 (Change Orders and Amendments) or Paragraph 6 (Termination for Convenience; Suspension) of Exhibit C (Additional Terms and Conditions), the Director shall take all appropriate action to carry out any orders of the Board relating to this AGREEMENT, and, for this purpose, the Director is authorized to: (i) issue written notice(s) of partial or total termination or suspension of this AGREEMENT pursuant to Paragraph 6 (Termination for Convenience; Suspension) of Exhibit C (Additional Terms and Conditions) and/or, (ii) prepare and sign Change Orders to this AGREEMENT which reduce the SOW and the Maximum Contract Sum, in each case, without further action by the Board.

(i) Such notices of partial or total termination shall be authorized under the following conditions:

- Notices shall be in compliance with all applicable Federal, State, and COUNTY laws, rules, regulations, ordinances, guidelines, and directives.
- Director shall obtain approval of COUNTY Counsel for any notice.
- Director shall file a copy of all notices with the Executive Office of the Board within fifteen (15) calendar days after execution of each notice.

(ii) Such Change Orders which reduce the SOW and the Maximum Contract Sum shall be authorized under the following conditions:

- Such Change Orders shall be in compliance with all applicable Federal, State, and COUNTY laws, rules, regulations, ordinances, guidelines, and directives.
- Director shall obtain recommendation of CIO and approval as to form of COUNTY Counsel for such Change Orders.
- Director shall file a copy of all Change Orders with the Executive Office of the Board within fifteen (15) calendar days after execution of each Change Orders.

6.1.5. Notwithstanding any other provision of this Paragraph 6 (Change Orders and Amendments), to the extent that extensions of time for Contractor performance do not impact either the SOW or cost of this AGREEMENT, COUNTY Project Director, in such person's discretion, may grant Contractor extensions of time in writing for the Work listed in the SOW or otherwise in this AGREEMENT provided that such extensions shall not extend the Final Acceptance Date or the Term of this AGREEMENT.

6.2 Form of Change Order. Any "Change Order" proposed or executed by the parties shall include, unless waived by COUNTY Project Director:

- 6.2.1. A description of requested Work, including a proposed Task and Deliverable completion schedule;
- 6.2.2. A quotation of a "not-to-exceed" price for completion and delivery of the requested Work, including a payment schedule and a monthly budget of anticipated expenditures, calculated at the applicable rates for Additional Services set forth on Exhibit D (Schedule of Deliverables and Payments);
- 6.2.3. An accounting of the cost savings to be realized by COUNTY from the nonperformance of any Work that is to be supplanted by the Work to be performed under the Change Order;
- 6.2.4. If the Change Order is for Additional Work, a statement of the amount of Pool Dollars to be utilized for such Additional Work and the Pool Dollars available both before and after such Additional Work.



- 6.2.5. Contractor staff level recommended for completion of the applicable Work;
  - 6.2.6. Estimated personnel hours for completion of the requested Work;
  - 6.2.7. A completion schedule for such Work, including a final acceptance date and any post-delivery acceptance period as may be applicable;
  - 6.2.8. If applicable, a revised Task and Deliverable completion schedule under the SOW for the remaining Work (*i.e.*, other than the Work requested under the Change Order); and
  - 6.2.9. A description of Contractor's cost of any applicable Software, Interfaces, Hardware, or other materials required to complete the requested Work.
- 6.3 Duration of Contractor's Change Order Price Quotation. Contractor's quotations under the proposed Change Order, including the "not-to-exceed" price under Paragraph 6.2.2, shall be valid for 90 calendar days from the date of its submission.
- 6.4 Change Order Dispute Resolution. In the event the parties fail to agree on the amount to be paid by COUNTY for the Work requested pursuant to a Change Order, COUNTY may, upon notice to Contractor, elect to direct Contractor to commence performing such Work (and Contractor agrees to commence performing such Work) and resolve the dispute over amounts owed to Contractor in accordance with the Dispute Resolution Procedure. To give effect to the preceding sentence, however, COUNTY agrees to pay and will pay the undisputed portion of such fees in accordance with the procedures set forth in Paragraph 10 (Invoices and Payments).
- 6.5 Change Order Audit. Without limiting such audit rights, COUNTY is entitled to audit, in accordance with Paragraph 40 (Records and Audits) of Exhibit C (Additional Terms and Conditions), Contractor's compliance with Paragraph 6.2 (Form of Change Order) in respect of Work performed pursuant to a Change Order.

## **7. TERM**

- 7.1 Term. The term of this AGREEMENT shall commence on the Effective Date and shall continue in full force and effect until the expiration of the Warranty Period, unless sooner terminated, in whole or in part, as provided in this AGREEMENT ("Initial Term"). COUNTY may elect, in COUNTY'S sole discretion, to extend the Initial Term for one (1) additional year

("Extended Term"). Such election shall be made by Director's delivery of written notice to Contractor not later than ten (10) working days prior to the expiration of the Initial Term, provided that an Amendment is thereafter prepared in accordance with the applicable provisions of Paragraph 6 (Change Orders and Amendments). As used herein, the term "Term" means the Initial Term and, if extended in accordance with this Paragraph 7, the Extended Term.

- 7.2 Notification of Expiration of Term. Contractor shall notify COUNTY Project Director when this Agreement is within six (6) months from the expiration of the Initial Term and, if extended in accordance with this Paragraph 7, the Extended Term. Upon occurrence of this event, Contractor shall send written notification to COUNTY Project Director at the address herein provided in Paragraph 3.1 (COUNTY Project Director).

## **8. PRICES AND FEES**

- 8.1 General. Attached to this AGREEMENT as Exhibit D (Schedule of Deliverable and Payments) is a schedule of all fees applicable to this AGREEMENT, along with a payment schedule for completion of Work beginning on the Effective Date and continuing up to and including the Final Acceptance Date. Exhibit D (Schedule of Deliverables and Payments) additionally sets forth the hourly, daily, and/or per-session rates for Additional Services available to COUNTY for the Term. Exhibit D (Schedule of Deliverables and Payments) additionally sets for the Maintenance Fees available to COUNTY in the event that COUNTY elects to the extend the Initial Term under Paragraph 7 (Term).
- 8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this AGREEMENT shall be the total monetary amount payable by COUNTY to Contractor for supplying all the Work specified under this AGREEMENT, including the SOW and Exhibit E (Maintenance & Support), and/or Change Orders and Amendments. The Maximum Contract Sum for this AGREEMENT, including Pool Dollars and all applicable Taxes and shipping costs, authorized by COUNTY hereunder, shall not exceed \$379,000. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price for Contractor to fully complete and deliver the ADATS to COUNTY within the agreed upon delivery schedule. Contractor further acknowledges that the Specifications and Requirements set forth in this Agreement, including the SOW, are functional specifications and that it is Contractor's risk and responsibility to complete and timely deliver ADATS. Notwithstanding the foregoing, the parties acknowledge that the Maximum Contract Sum shall not include the Maintenance Fees, unless and until such time as COUNTY has elected to

extend the Initial Term under Paragraph 7 and the parties have executed an Amendment in accordance with Paragraph 6.1.3.

- 8.3 Taxes. The fees set forth in Exhibit D (Schedule of Deliverables and Payments) shall include applicable California and other State and local sales/use taxes and other Taxes on all Work procured by COUNTY pursuant to or otherwise due as a result of this AGREEMENT. All Taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for any and all California and other State and local sales/use taxes and other Taxes billed by Contractor to COUNTY and paid by COUNTY to Contractor in accordance with this AGREEMENT. In the event Contractor fails to pay such California or any other State or local sales/use tax or other Tax and such Taxes have been paid by COUNTY to Contractor, Contractor shall reimburse COUNTY for any and all Tax amounts paid by COUNTY as a result of such failure and any attorneys' fees, including costs, associated therewith. In addition, Contractor shall be solely responsible for all Taxes based on Contractor's income or gross revenue, or personal property Taxes levied or assessed on Contractor's personal property to which COUNTY does not hold title.
- 8.4 Shipping. The fees set forth in Exhibit D (Schedule of Deliverables and Payments) shall include all applicable shipping charges, insurance charges and/or customs duties on all Work procured by COUNTY pursuant to or otherwise due as a result of this AGREEMENT. Contractor shall be solely liable and responsible for any and all such shipping charges billed by Contractor to COUNTY and paid by COUNTY to Contractor in accordance with this AGREEMENT. In the event Contractor fails to pay such shipping charges and such shipping charges have been paid by COUNTY to Contractor, Contractor shall reimburse COUNTY for any and all amounts paid by COUNTY as a result of such failure and any attorneys' fees, including costs, associated therewith.
- 8.5 Notification of 75% of Maximum Contract Sum. Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to COUNTY Project Director at the address set forth in Paragraph 3.1 (COUNTY Project Director).

## **9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS**

Notwithstanding any other provision of this AGREEMENT, either expressly or by implication, COUNTY shall not be obligated for Contractor's performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S future fiscal years unless and until the Board appropriates funds for this AGREEMENT in COUNTY'S budget for each such future fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6 (Termination for Convenience; Suspension) of Exhibit C (Additional Terms and Conditions). COUNTY shall endeavor to notify Contractor in writing of any such nonappropriation of funds at the earliest possible date.

## **10. INVOICES AND PAYMENTS**

10.1 Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of COUNTY Project Manager prior to payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval.

10.2 Submission of Invoices. Other than invoices for Maintenance Fees, Contractor shall invoice COUNTY upon completion of Tasks, Deliverables, goods, Services, and other Work which are specified in this AGREEMENT, the SOW, Exhibit D (Schedule of Deliverables and Payments), and/or any Change Orders or Amendments, as applicable, and which have been approved in writing by COUNTY pursuant to Paragraph 5 (Work; Approval and Acceptance of Work). Other than invoices for Maintenance Fees, Contractor shall not submit any invoice for payment until COUNTY has approved the Work for which payment is claimed. Contractor shall invoice COUNTY for Maintenance Fees thirty (30) calendar days following execution of the applicable Amendment under Paragraph 6.1.3. All invoices and supporting documents under this AGREEMENT shall be submitted in duplicate to the following address:

Accounts Payable Section  
County of Los Angeles Department of Public Works  
Fiscal Division, 7th Floor  
P.O. Box 1460  
Alhambra, CA 91802-1460

10.3 Detail. Each invoice submitted by Contractor shall include:

10.3.1. The Tasks, Deliverables, goods, Services, or other Work as described in the SOW, Exhibit D (Schedule of Deliverables

and Payments), and/or any Change Order or Amendment, as applicable, for which payment is claimed.

- 10.3.2. A copy of all applicable Task/Deliverable Acceptance Certificates.
  - 10.3.3. For Services other than Maintenance Services, a statement of Contractor's personnel hours utilized for such Services, including a breakdown by Contractor's staff level.
  - 10.3.4. Indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under the AGREEMENT.
  - 10.3.5. Indication of any applicable withholds or credits due to COUNTY under the terms of this AGREEMENT or reversals thereof, including credits assessed in accordance with Paragraph 10.8 (Credits to COUNTY).
  - 10.3.6. Any other information reasonably requested by COUNTY Project Director.
- 10.4 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task or Deliverable or other Work, only upon successful completion by Contractor and approval by COUNTY of such Task or Deliverable or other Work. No partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables or other Work will be made under this AGREEMENT.
- 10.5 Invoice Discrepancy Report. COUNTY Project Director or COUNTY Project Director's designee shall review all invoices for any discrepancies and provide an invoice discrepancy report (in this Paragraph 10.5, "IDR"), orally or in writing, to Contractor within thirty (30) calendar days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within ten (10) calendar days of receipt of the IDR from COUNTY Project Director or COUNTY Project Director's designee. If COUNTY Project Director or COUNTY Project Director's designee does not receive a written response within ten (10) calendar days of COUNTY'S notice to Contractor of an IDR, then COUNTY payment will be made less the disputed charges.

10.6 COUNTY'S Right to Withhold. In addition to any rights of COUNTY provided in this AGREEMENT, or laws or in equity, COUNTY may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, including at any time that Contractor has not provided COUNTY-approved Work.

10.7 Holdbacks. COUNTY will hold back ten percent (10%) of each Deliverable payment identified on Exhibit D (Schedule of Deliverables and Payments) or in any applicable Change Order or Amendment (the "Holdback Amount"). The cumulative amount of such Holdback Amounts shall be payable to Contractor upon the Final Acceptance Date, subject to adjustment for any amounts arising under this AGREEMENT owed to COUNTY by Contractor, including, but not limited to, any amounts arising from Paragraphs 10.5 (Invoice Discrepancy Report), 10.6 (COUNTY'S Right to Withhold), 10.8 (Credits to COUNTY) and any partial termination of any Work as provided hereunder.

10.8 Credits to COUNTY

10.8.1 In a society that is dependent on its water supply, it is critical to improve the means by which that supply is monitored and protected. Since approximately one third of the COUNTY'S water supply is groundwater that is impacted by the COUNTY'S seawater barriers, one being the ABP, it is the COUNTY'S goal to avoid any delay or inefficiency in monitoring and protecting that supply. To meet this goal, it is essential that the Contractor completes and delivers all Deliverables within a timely fashion. If Contractor fails to complete and deliver such Deliverables by the dates set forth in the Contractor's COUNTY-approved work schedule (prepared pursuant to the SOW) (with respect to each Deliverable, referred to in this Paragraph 10.8 as the "Due Date"), it is mutually agreed that the COUNTY'S ability to use the ADATS to collect, store, analyze, and graphically present status information on existing injection and groundwater conditions within the COUNTY'S Alamitos Barrier decreases.

10.8.2 COUNTY shall be entitled to credits as follows at any time Contractor failure to complete and deliver any Deliverable by the applicable Due Date:

- (i) Any Deliverable not successfully completed and delivered within thirty (30) working days of the

applicable Due Date shall entitle COUNTY to a credit of five percent (5%) of the price set forth for such Deliverable (including any Holdback Amount) in Exhibit D (Schedule of Deliverables and Payments).

- (ii) The credit shall be increased by one percent (1%) of such price for each working day such failure continues beyond the thirty (30) working days.

10.8.3 Deliverables shall not be considered late if their delay is due to (i) any of the events described in Paragraph 16 (Force Majeure) of Exhibit C (Additional Terms and Conditions) and/or (ii) the failure of COUNTY or other impacted jurisdictions to provide comments within the time frames set forth in the Contractor's COUNTY-approved work schedule (prepared pursuant to the SOW).

10.8.4 COUNTY may apply the full amount of any credit hereunder to offset and reduce any payments owing hereunder by COUNTY, at any time, by the full amount of such credit.

## **11. ADATS WARRANTY; MAINTENANCE SERVICES**

11.1 ADATS Warranty. Contractor hereby represents and warrants to COUNTY that during the Warranty Period, the ADATS shall perform fully in accordance with the Requirements and Specifications.

11.2 Maintenance Services. COUNTY Project Director shall notify Contractor Project Director or Project Manager in writing (or if not practicable, orally), of any Deficiency with the ADATS occurring during the Warranty Period. Upon the earlier of (a) notice (orally or in writing) from COUNTY, or (b) Contractor's discovery of such Deficiency, Contractor shall commence Maintenance Services in accordance with Exhibit E (Maintenance & Support) to remedy any Deficiency, but Contractor shall not charge, and COUNTY shall not pay, any additional fees for such Maintenance Services. Notwithstanding any provision of this AGREEMENT to the contrary, the obligations of Contractor under this Paragraph 11 shall continue until all Deficiencies arising during the Warranty Period have been corrected by Contractor.

11.3 Approval. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by COUNTY Project Director in accordance with the procedures set forth

in the applicable provisions of Paragraph 5 (Work; Approval and Acceptance of Work).

- 11.4 Option to Extend Maintenance Services. In the event that COUNTY elects to extend the Initial Term under Paragraph 7 (Term), then in exchange for COUNTY'S payment of the Maintenance Fees in accordance with the terms of this AGREEMENT, Contractor's obligations under Paragraphs 11.1 (ADATS Warranty), 11.2 (Maintenance Services) and 11.3 (Approval), shall be correspondingly extended from the expiration of the Warranty Period through the Term.
- 11.5 Assignment of Third Party Warranties. Contractor shall assign to COUNTY to the fullest extent permitted by laws, any applicable warranty or indemnity offered by any manufacturer of any third party product or service provided hereunder, and shall otherwise ensure that the benefits of all such warranties and indemnities shall fully extend to and be enjoyed by COUNTY.

## **12. PROPRIETARY CONSIDERATIONS**

### **12.1 Ownership of COUNTY Materials.**

- 12.1.2 Except as expressly set forth in Paragraph 13 (Third Party Software License and Warranties), Contractor and COUNTY agree that all materials, designs, Software, Interfaces, Hardware, products of Services, Documentation, Specifications, Requirements, techniques, plans, reports, Deliverables, data, and any other information developed under this AGREEMENT, together with all copyright, patent, trade secret and other proprietary rights therein, shall be the sole property of COUNTY (collectively, "COUNTY Materials").
- 12.1.3 Contractor hereby assigns and transfers to COUNTY all of Contractor's right, title, and interest in and to all such COUNTY Materials. Upon request of COUNTY, Contractor shall execute all documents requested by COUNTY and shall perform all other acts requested by COUNTY to assign and transfer to and vest in COUNTY, all Contractor's right, title, and interest in and to such COUNTY Materials, including all copyright, patent, and trade secret rights.
- 12.1.4 Without limiting either of the foregoing provisions, COUNTY shall retain all rights of ownership in and to such COUNTY Materials,



including the rights (a) to register all copyrights and patents in the name of the County of Los Angeles, and (b) to assign, license, or otherwise transfer any and all COUNTY'S right, title, and interest, including copyrights and patents, in and to such COUNTY Materials.

- 12.2 Delivery of Documentation and Source Code. Upon the Final Acceptance Date, and thereafter within one (1) working day of installation of any change to the Software (other than Third Party Software) or Interfaces constituting software, including any upgrade, update, enhancement, revision, new version release, improvement, correction, bug fix, patch, and/or modification (collectively, "Updates"), Contractor shall deliver to COUNTY Project Director a complete and accurate copy of the Documentation and Source Code for the Software (other than Third Party Software) or the Interfaces constituting software, as the case may be.
- 12.3 Retention of Working Papers. Notwithstanding COUNTY ownership of the COUNTY Materials, Contractor may retain possession of all working papers prepared by Contractor under this AGREEMENT. During and for a minimum of five (5) years subsequent to the Term, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 12.4 Copyright Notices. Contractor shall affix the following notice to all COUNTY Materials: "© Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice: (a) at the beginning and end of all source code, such that on storage media and on printouts, the notice appears with or near the title of each program; (b) continuously on all sign-on display screens; (c) on the title page of all system and user documentation; and (d) as otherwise may be directed by COUNTY.
- 12.5 Protection of Contractor Materials. Any and all materials developed or originally acquired by Contractor outside the scope of this AGREEMENT, which Contractor desires to use hereunder and which Contractor considers to be proprietary or confidential (collectively in this Paragraph 12, "Contractor Materials"), must be specifically identified by Contractor to COUNTY Project Manager as proprietary or confidential and shall be plainly and prominently marked by Contractor as "TRADE SECRET", "PROPRIETARY" or "CONFIDENTIAL" on each appropriate page of any document containing such Contractor Materials.

12.6 No Obligation by COUNTY. Notwithstanding any other provision of this AGREEMENT, COUNTY will not be obligated to Contractor in any way under this AGREEMENT for disclosure of:

- (1) Any of Contractor Materials that are proprietary and/or confidential, which are not plainly and prominently marked with restrictive legends as required pursuant to Paragraph 12.5 (Protection of Contractor Materials);
- (2) Any COUNTY Materials covered under Paragraph 12.4 (Copyright Notices); or
- (3) Any materials which COUNTY is required to make under the California Public Records Act or otherwise by Federal, State, or local law or by court order.

12.7 Defense Against Public Records Act Requests. In the event the COUNTY is required to defend an action on a California Public Records Act request for any of the Contractor Materials marked plainly and prominently with the restrictive legends required pursuant to Paragraph 12.5 (Protection of Contractor Materials), the Contractor agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the California Public Records Act.

### **13. THIRD-PARTY SOFTWARE LICENSE AND WARRANTIES**

13.1 Notwithstanding Paragraph 12.1, ownership of Software set forth on Exhibit L (Third Party Software (collectively, "Third Party Software") remains with the applicable third party manufacturer. Contractor hereby grants a perpetual and irrevocable license to use, copy, and modify the object code versions of the Third Party Software, other than the WinCC, to which COUNTY already has a preexisting license. Upon the Final Acceptance Date, such license shall be a fully-paid license.

13.2 Contractor hereby represents and warrants that none of the Software other than the Third-Party Software is owned by third-parties. Contractor represents and warrants that it has not modified and shall

not modify, nor does Contractor have any need to modify, Third-Party Software in order for the ADATS to fully perform in accordance with the Requirements and Specifications. Contractor represents and warrants that all Third-Party Software is provided to COUNTY in the same unmodified form as received by Contractor from the applicable third-party. Contractor represents and warrants that Third-Party Software shall, together with the remainder of the ADATS, fully satisfy all of the Requirements and Specifications without the need for any modification of Third-Party Software by Contractor or otherwise. Contractor represents and warrants that COUNTY does not need any further license rights with respect to the Third Party Software, including WinCC, other than the license rights described in this Paragraph 13, in order for Contractor to fully complete and deliver the ADATS as required hereunder.

- 13.3 COUNTY acknowledges that it may have to execute certain third-party license agreements in respect of such Third-Party Software. These third-party license agreements shall be at no additional cost to COUNTY. To the extent that any such third-party license agreement conflicts with this AGREEMENT or in any way restricts COUNTY'S full use and enjoyment of the ADATS as contemplated herein, Contractor shall take all necessary action and pay all sums required for COUNTY to fully enjoy all the rights and benefits in respect of the ADATS granted under this AGREEMENT. Contractor shall promptly and at no cost to COUNTY, either: (a) obtain a license from the appropriate third-party, which shall enable Contractor to modify such Third-Party Software, and Contractor shall provide all necessary modifications, or (b) to the extent that Contractor is unable to obtain such a license, provide an update or alternative solution, which is functionally equivalent, in the sole determination of COUNTY Project Director, in lieu of modifying such Third-Party Software.

#### **14. CONTRACTOR'S OFFICES**

Contractor's business offices are located at 11907 Front Street, Norwalk, CA 90650. Contractor shall notify COUNTY of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

#### **15. PRODUCTION USE OF ADATS**

Following installation by Contractor and prior to Final Acceptance by COUNTY, COUNTY shall have the right to use, in production mode, any completed portion

of the ADATS without any additional cost to COUNTY. Such production use shall not restrict Contractor's performance under this AGREEMENT and shall not be deemed to be Contractor's achievement of Final Acceptance.

## **16. NOTICES**

All notices or demands required or permitted to be given or made under this AGREEMENT, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt, (b) by first-class registered or certified mail, postage prepaid, (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) calendar days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission, if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) calendar days prior notice, in accordance with the procedures set forth above, to the other party.

To COUNTY:

County of Los Angeles Department of Public Works  
Water Resources Division  
Attention Matt Frary  
P.O. Box 1460  
Alhambra, CA 91802-1460  
Telephone: (626) 458-6189  
Fax: (626) 979-5436  
e-mail: mfrary@ladpw.org

With a copy to:

Office of the County Counsel  
County of Los Angeles  
Attention Amanda M.L. Drukker, Esq.  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012  
Fax (213) 617-7182

To Contractor:

Edward Sedita  
11907 Front Street  
Norwalk, CA 90650  
Telephone: (562) 868-5771  
E-Mail: leed@leedelect.com

COUNTY Project Director shall have the authority to issue all notices or demands, which are required or permitted by COUNTY under this AGREEMENT.

#### **17. ARM'S LENGTH NEGOTIATIONS**

This AGREEMENT is the product of an arm's length negotiation between Contractor and COUNTY. Each party has had, at all times, the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this AGREEMENT is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

#### **18. SURVIVAL**

The following Paragraphs of this AGREEMENT shall survive its expiration or termination for any reason: 1, 2, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, and all of the Paragraphs of Exhibit C (Additional Terms and Conditions).

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officer, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Amanda M.L. Drukker  
Deputy County Counsel

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

**ATTACHMENT B**  
**CHIEF INFORMATION OFFICE**  
**CONTRACT ANALYSIS**  
**FACT SHEET**

The Board of Supervisors charged the Chief Information Office (CIO) with responsibility for reviewing all Information Technology (I/T) related contracts submitted for Board-approval. We are providing this FACT SHEET as an aid to departments to allow the CIO to perform a comprehensive analysis in the shortest time possible. If these elements are omitted, the CIO may require additional time to perform their analysis and prepare a recommendation to the Board. This could result in a request for additional information or clarification to your department and extend or delay the anticipated Board filing date.

**TIME FRAME**

The CIO is committed to providing timely responses to departments; our goal is to provide feedback within ten (10) business days. Therefore, departments **MUST** submit documents to our office at least **four weeks** prior to the intended Board filing date.

**DEPARTMENT CHECKLIST/FACTS**

The elements below are grouped by headings or sub-headings, several of which have been taken from the formal board letter. If topic is discussed in the Board letter, please indicate that fact. Ensure that you have thoroughly explained the following elements. There are additional points that will be included in the CIO Analysis. Space is provided for you to provide information on these points at the time you submit your Board letter and agreement for our review. Providing the information in this Fact Sheet will allow us to complete our analysis in the shortest time possible.

❖ **PURPOSE OF RECOMMENDED ACTION**

- New/~~Revised~~ Contract Term: Base Term **1** Year(s) (Assuming the successful 2 months testing and Final Acceptance are within 6 months of the 6-month project duration)
  - Number of Options: **1** Year(s)
- |   |   |
|---|---|
| <u>Contract TYPE</u><br><input checked="" type="checkbox"/> New Contract<br><input type="checkbox"/> Sole Source<br><input type="checkbox"/> Contract Amendment<br><input type="checkbox"/> Contract Extension of Term Only | <u>Contract Components</u><br><input checked="" type="checkbox"/> Software<br><input checked="" type="checkbox"/> Professional Services<br><input checked="" type="checkbox"/> Hardware<br><input checked="" type="checkbox"/> Telecommunications |
|---|---|

❖ **Implementation of Strategic Plan Goals**

- Is this proposal in alignment with the County of Los Angeles Strategic Plan? **YES** ☒ **NO** ☐
  - Is GSO (Goal, Strategy, Objective) referenced in the Board letter? **YES** ☒ **NO** ☐
- Is this project included in the Department's BAP? **YES** ☒ **NO** ☐
- Is the proposal's technology solution in compliance with the preferred County of Los Angeles IT Standards? **YES** ☒ **NO** ☐
- Is the project's technology solution in compliance with the County of Los Angeles IT Directions Document? **YES** ☒ **NO** ☐

❖ **JUSTIFICATION**

- Identify the benefits of the requested project/agreement and the metrics that will be used to validate the project or agreement's success.

*The purpose of this project is to improve the efficiency of the Alamitos Barrier Project (ABP) through a state of the art Automated Data Acquisition Telemetry System (ADATS). The ADATS will enable Public Works to remotely collect, store, analyze, and present status information for various parameters at 10 injection well sites and 6 observation well sites along the ABP in the City of Long Beach. This reliable remote monitoring will provide Public Works with real time data to analyze the existing injection and groundwater conditions. The resulting improvements not only allow Public Works to better direct injections and protect the impacted underground drinking water aquifers, but also will provide long-term operational savings in both cost and time. Project success will be validated when the completed ADATS operates for 60 days in Public Works' production environment without deficiencies. The Contractor will document that all components are functioning as expected.*

❖ **FISCAL IMPACT/FINANCING**

- Is this project subvented? YES ☒ NO ☐ If yes, what percentage is offset? 25%
- Budget Information:
- Year-To-Date Expenditures: \$0.00
  - Requested Contract Amount: \$379,000.00
  - Aggregate Contract Amount: \$379,000.00
- Describe the impact if project/agreement is not approved.

*If this project is not implemented, the operation of the Alamitos Barrier Project will remain dependent on field personnel to gather/report data and to identify malfunctions in need of repair. This time consuming process is performed routinely but obviously not continually, which can, and has, resulted in delayed responses to serious infrastructure damage that created a public safety hazard and a gap in protecting LA County's underground drinking water aquifers from saltwater intrusion. Additionally, we would have the Phase 1 components sitting stagnant in the ground.*

❖ **FACTS AND PROVISIONAL/LEGAL REQUIREMENT**

- Is this project legislatively mandated? YES ☐ NO ☒

❖ **ALTERNATIVES CONSIDERED**

- Describe the alternatives considered and the reasons for selecting the recommended course of action.

*The first considered alternative was to leave the current man-powered data-collection methodology in place. This is undesirable for the same safety and efficiency reasons explained above. Once it was determined to install an ADATS, many alternative equipments and approaches were considered. The recommended plan was selected because it is most consistent with industry standards, proven reliable, and most efficient within our operating needs and resources. Other Public Works facilities have been utilizing the same technology and equipment successfully for many years.*



❖ **PROJECT RISKS**

- Describe any identified risks to the department and County in undertaking this project/agreement. Additionally, describe what, if anything, the department intends to do to mitigate the risks.

*There are no identified risks at this time. If the vendor goes out of business, we have internal staff to maintain the standardized equipment and can obtain multiple outside sources to provide any needed engineering services on the standardized equipment. An outside source would require substantial time to modify or reproduce the customized software application, but could nonetheless complete the job.*

❖ **Other facts, if any.**

*The County CIO has long been aware of this project and was involved in the RFP process since early April 2007.*

*The ABP Telemetry System is part of a larger goal to implement telemetry capabilities on all of Public Works' seawater barrier facilities.*

**ATTACHMENT C - "Doing Business With Us"**

Award information has not been added at this time.

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**Bid Information**

**Bid Number :** FCC0000966

**Bid Title :** Best Value Selection RFP- Alamos Barrier Project Telemetry System Phase 2-Automated Data Acquisition & Telemetry System

**Bid Type :** Service

**Department :** Public Works

**Commodity :** CONSULTING SERVICES - COMPUTER HARDWARE

**Open Date :** 6/21/2007

**Closing Date :** 7/11/2007 5:00 PM

**Notice of Intent to Award :** [View Detail](#)

**Bid Amount :** N/A

**Bid Download :** [Available](#)

**Bid Description :** The County of Los Angeles Department of Public Works is inviting proposals from qualified firms to fully manufacture, install, configure, program, implement, integrate and deliver an Automated Data Acquisition and Telemetry System (ADATS).

The objective of this solicitation is to select a firm that offers the best value and qualifications to provide the requested work.

The County will select a successful Proposer based on the cost, qualifications, demonstrated competence, and technical response to the RFP, which represent the best service to Public Works, regardless of race, creed, color, or gender.

A site visitation will be held on June 28, 2007, at 10:00 a.m. at the job site to answer any questions concerning the project. Attendance is strongly encouraged.

NOTE: NOTE: THIS DOCUMENT IS VERY LARGE (13.0 MB). THE RFP FOR THIS PROJECT IS AVAILABLE AS AN ATTACHMENT TO DOWNLOAD, VIEW, AND PRINT. THE ATTACHMENTS AND EXHIBITS ARE NOT. THEY CAN BE SENT TO YOU BY EMAIL OR YOU CAN REQUEST A COMPLETE RFP PACKAGE TO BE SENT TO YOU BY MAIL. PLEASE EMAIL THE CONTACT PERSON BELOW.

**Contact Name :** Kathleen Gandara

**Contact Phone# :** (626) 458-2566

**Contact Email :** [kgandara@dpw.lacounty.gov](mailto:kgandara@dpw.lacounty.gov)

**Last Changed On :** 6/26/2007 1:56:50 PM

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[Back to Award Main](#)